(24)

HIGH COURT OF JUDICATURE CHHATTISGARH :BILASPUR

CORAM : **HON'BLE SHRI S.R. NAYAK, CJ.**
& HON'BLE SHRI D.R. DESHMUKH, J.

Misc. Appeal No. 1018 of 2005

अपीलार्थी
अनावेदक कमांक – 3

संभागीय प्रबंधक
द न्यू इण्डिया एंश्योरेन्स कं0 लि0 रायपुर{बीमाकर्ता}
द्वारा – संभागीय प्रबंधक, संभागीय कार्यालय
द न्यू इण्डिया एंश्योरेन्स कं0 लि0 लिंक रोड, राजेन्द्र नगर, बिलासपुर {छ.ग.}

–विरूद्व–

उत्तरवादी–गण

आवेदिका

1. श्रीमती सफलाबाई जौजे बनवास
आयु 38 साल, कलार साकिन राम्हेपुर, शिक्षा समिति के पास आई.टी.आई के सामने
थाना छावनी, पावर हाउस भिलाई जिला दुर्ग
{छ.ग.}

उत्तरवादी

अनावेदक कमांक –1 तथा 2.

2.. राजेन्द्र उर्फ पाल सिंह आत्मज सरमूल सिंह
आयु 34 साल, सिक्ख, { वाहन चालक}
डोगाजी कालोनी डगनिया, रायपुर

3. मेसर्स विसथारमुण्डी ट्रांसपोर्ट डोंगाजी कालोनी, डगनिया, रायपुर

Present : Shri Shree Kumar Agrawal, learned Sr. Advocate with Shri A.K. Gupta, learned counsel for the appellant.

Oral Order
(3rd January, 2006)

The following order of the Court was passed by

S. R. Nayak, CJ.

The appellant – Insurance Company wants to deny its liability to pay compensation on the ground that there exists no policy to cover the

risk. This contention raised before the MACT was rejected by the MACT, because, certified copy of the seizure memo Ex.P/3 was produced before the MACT to show that the policy covering the risk was seized in a criminal proceeding and it is a matter of record. As per the record, the policy was in currency upto 26.03.1994, whereas the accident occurred on 07.01.1994, that is to say, well before the expiry of the policy. The correctness of the above facts is not seriously disputed before us. The facts stated supra speak for themselves. The above facts would make it very clear that the risk was covered by the policy and the liability to pay compensation fastened on the Insurance Company – appellant by the MACT is justified as well as legal. There is no merit in the appeal and it is accordingly dismissed. There shall be no order as to costs.

Sd/-
CHIEF JUSTICE

Sd/-
DILIP RAOSAHEB DESHMUKH
Judge